

PEARSON E. DUBAR,)	AGBCA No. 2001-165-1
)	
Appellant)	
)	
Representing the Appellant:)	
)	
Pearson E. Dubar)	
7111 West 151 st Street, Suite 173)	
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)	
Representing the Government:)	
)	
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DECISION OF THE BOARD OF CONTRACT APPEALS

December 7, 2001

Before HOURY, POLLACK, and WESTBROOK, Administrative Judges.

Opinion for the Board by Administrative Judge HOURY.

This appeal arose from Purchase Order Nos. 45-3A75-9-056 and 43-3A75-0-010 between the Natural Resources Conservation Service (NRCS), U. S. Department of Agriculture (USDA), and Pearson E. Dubar of Overland Park, Kansas (Appellant). The purchase orders were for civil rights representation services.

The Government disallowed \$5,970 in payments made, demanding a refund of this amount in a decision in which Appellant was advised it could appeal to the General Services Administration Board of Contract Appeals (GSBCA).

Appellant filed an appeal with the GSBCA. The appeal was dismissed when the GSBCA discovered that Appellant was not employed by the Government, but provided the services under a contract with the Government. After dismissing the appeal, the GSBCA forwarded the appeal to this Board. In

docketing the appeal the Board granted the parties 45 days to show cause why the appeal should not be dismissed for lack of jurisdiction. In response, Appellant relied on the fact that there had been a claim and a Contracting Officer's decision under the contract, but that Appellant had not been correctly advised of its appeal rights.

The Government's position regarding the merits of the dispute was that Appellant was entitled to payment during travel only in accordance with USDA Federal Travel Regulations used by Federal employees. Appellant's position was that he had signed an agreement that required compensation during travel, separate and apart from travel expenses. The Government's position was that the agreement had not been signed by anyone with authority to bind the Government. Appellant had submitted invoices and received payment based upon the agreement, and had relied on the agreement.

The Board convened a telephone conference call and advised the parties that, based upon the present record, the Board had jurisdiction. The Government agreed with this conclusion. The issues above were discussed, and the parties were granted 30 days in which to attempt to settle the appeal. By letter dated November 21, 2001, the Government advised that the parties had reached a verbal settlement, and that they expected to sign a settlement agreement within 30 days. By letter dated December 1, 2001, Appellant agreed to withdraw the appeal, without prejudice, subject to the execution of a written agreement.

DECISION

The appeal is dismissed without prejudice.

EDWARD HOURY
Administrative Judge

Concurring:

HOWARD A. POLLACK
Administrative Judge

ANNE W. WESTBROOK
Administrative Judge

Issued at Washington, D.C.
December 7, 2001